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# Chandigarh Administration Gazette

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CHANDIGARH ADMINISTRATION  
HOME DEPARTMENT  
(GURDWARA ELECTIONS)

## Notification

The 26 August, 2021

**No. 74652-IH(8)-2021/12175.**—In supersession of notification No.25/1/8-IH(8)-2018/11783, dated 30.05.2018, the Administrator, Union Territory, Chandigarh is pleased to appoint Dr. Vijay Namdeorao Zade, IAS, Finance Secretary, Chandigarh Administration, as Commissioner, Gurdwara Elections for the Union Territory, Chandigarh in addition to his own duties, with immediate effect.

Chandigarh :  
The 20th August, 2021.

ARUN KUMAR GUPTA, IAS,  
Principal Secretary Home,  
Chandigarh Administration.

Signature Not Verified  
Digitally signed by  
Jalinder Kumar  
Date: 2021.09.02  
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CHANDIGARH ADMINISTRATION  
HOME DEPARTMENT  
(FOOD & SUPPLIES AND CONSUMER AFFAIRS & LEGAL METROLOGY)

**Order**

The 26th August, 2021

**No. 7/3/341(18287)-FS&CA/2021/12149.**—In exercise of the powers conferred by Section 3 of the Essential Commodities, Act, 1955 (10 of 1955) read with D.O No.S-10/03/2019-ECR&E, dated 14th May, 2021 of the Joint Secretary, Government of India, Ministry of Consumer Affairs, Food and Public Distribution, New Delhi and in concurrence of the Removal of Licensing Requirements, Stock Limits and Movement Restrictions on Specified Food Stuffs order 2016, in clause 3, in sub-clause (2) issued by the Ministry of Consumer Affairs, Food and Public Distribution, (Department of Consumer Affairs), *vide* notified Order F. No. S-10/4/2016-ECR&E, Dated 02.07.2021, the Administrator, Union Territory, Chandigarh is pleased to notify the imposition of stock limits on Pulses (except Moong) with immediate effect for a period up to 31.10.2021. The stock limits on Pulses (except Moong) in U.T., Chandigarh will be as given below :—

1. **Wholesaler : 200 MT (subject to condition that there should not be more than 100MT of one variety)**
2. **Retailer - 5MT**
3. **Miller - Stock limits will be last three months production or 25% of annual installed capacity whichever is higher.**
4. **Importers—**
  - (1) **Stock limit applicable to wholesaler will also apply to importers for stocks held in stock/imported prior to 15th May, 2021.**
  - (2) **For stocks imported after 15th May, 2021, stock limit applicable to wholesaler, will apply after 45 days from date of customs clearance.**

**In case the stocks held by respective legal entities are higher than the prescribed limits then they shall declare the same on the portal (fcainfoweb.nic.in) of Department of Consumer Affairs and bring it to the prescribed stock limits within 30 days of the issue of this notification.**

**It shall be ensured that pulses stock is regularly declared and updated on the portal of the Department of Consumer Affairs (fcainfoweb.nic.in).**

The orders shall, however, not be applicable on Government Agencies possessing above stated commodity on behalf of the Government.

Secretary,  
Food & Supplies and Consumer Affairs  
& Legal Metrology,  
Chandigarh Administration.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT**Notification**

The 31st August, 2021

**No. 13/1/9788-HII(2)-2021/9607**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 107/2016, dated 03.08.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, U.T., Chandigarh between :

MANOJ KUMAR S/O SHRI BRIJ PAL SINGH R/O HOUSE NO.1239/1, RAJIV COLONY,  
SECTOR 17, PANCHKULA, HARYANA (Workman)

AND

1. OPPO INDIA (NR) PRIVATE LIMITED, HEAD OFFICE, UNIT NO.609/A, 6TH FLOOR, IRIS TECH PARK, SECTOR 48, GURGAON, HARYANA - 122 018.
2. DENRY, BRANCH MANAGER, OPPO MOBILES (NR) PRIVATE LIMITED, SCO NO.1066-67, SECTOR 22-B, FIRST FLOOR, CHANDIGARH.
3. LIO, ASSISTANT BRANCH MANAGER, OPPO MOBILES (NR) PRIVATE LIMITED, SCO NO. 1066-67, SECTOR 22-B, FIRST FLOOR, CHANDIGARH.
4. SUNNY PURI, AREA SALES MANAGER, OPPO MOBILES (NR) PRIVATE LIMITED, SCO NO.1066-67, SECTOR 22-B, FIRST FLOOR, CHANDIGARH
5. NISHA KANWAR, HUMAN RESEARCH DEPARTMENT, OPPO MOBILES (NR) PRIVATE LIMITED, SCO NO.1066-67, SECTOR 22-B, FIRST FLOOR, CHANDIGARH (Management)

## AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that he is working with the management since 01.02.2016 as Sales Executive under the immediate supervision and control of Mr. Sunny Puri, Area Sales Manager Chandigarh and Mr. Lio, Assistant Branch Manager, Sector 22 Branch, Chandigarh. Since the date of appointment of the workman with the management above mentioned named persons intentionally & deliberately given targets to be completed by the workman verbally by increasing the same manifold only to cause huge loss of incentives to him and to other Sales Executives working under above named Mr. Sunny Puri. Management No. 3 & 4 i.e. Mr. Lio and Mr. Sunny Puri also used to collect illegal money in the shape of fines / penalties from their employees like workman on the false pretext of coming late by even a single minute, for not completing daily / monthly target etc. Mr. Sunny Puri and Mr. Lio has collected a sum of ₹ 12,000/- from the workman wrongly & illegally in grave violation of approved memorandum of association and bye law of the company, which amounts to wrongful loss to the workman and wrongful gain to above named officials. In this way they have committed offence of extortion as provided under Section 384 of the Indian Penal Code, 1860 and Breach of Trust as defined under Section 405 Indian Penal Code, 1860 and punishable under Section 409 of Indian Penal Code, 1860. The Area Sales Manager of the workman Mr. Sunny Puri has made difficult for him to work for the growth and development of the company. He made very type of exploitation of the workman and even uses filthy and abusive language to the workman and other colleagues in meeting. The workman had completed the targets given by Mr. Sunny Puri verbally almost more than 80% per month. But neither any appreciation nor his complete salary has been released due to misrepresentation and wrong report submitted by his ASM Mr. Sunny Puri before the Head Office of the company. The sale targets as completed by the workman and

other team members were adjusted in the targets of other employee who paid share / commission from their salary to Mr. Sunny Puri, ASM. In this way Mr. Sunny Puri deprived him and other Sales Executives from their hard earned money. Mr. Lio was also having knowledge of everything but he never objected to the act & conduct of Mr. Sunny Puri. On 28.06.2016 above named Mr. Sunny Puri misbehaved with the workman and demanded illegal money for not achieving his daily target. When the workman opposed it, Mr. Sunny Puri threatened him to terminate from service. Everything was happened in the presence of Mr. Lio and other staff member including Lovish Mohindru and Yuvraj Singh. Then the workman called police helpline at 100 and lodged complaint at Police Post, Sector 22, Chandigarh. The workman earlier made verbal complaint to Mr. Lio and Mrs. Nisha Kanwar, Human Resources Department but of no avail and no departmental or legal action has been taken against misbehave and illegal demands raised by Mr. Sunny Puri. Neither the workman nor any other employee of the company wants to part with their hard earned money but due to the fiduciary relation of master & servant between the workman and his Area Sales Manager. It has become daily routine of management No.4 i.e. Mr. Sunny Puri to threaten workman and other field staff to terminate their services without any basis by giving one month advance salary. Due to this fact the workman is under apprehension that he might be terminated so he could not give his 100% to the company and it is also an indirect loss of revenue manifold to the company. Prior to joining the management, the workman had given business of more than two lacs per month to Karbon Mobiles India Private Limited and only on a proposal from the management side he left the job in Karbon Mobiles and joined Oppo Mobiles (NR) Private Limited. The sale of the workman in the year 2016 for the month of February is 276, for March 257, for April 266, for May 300 and for June 394 handsets, which clearly indicates that the applicant had achieved his targets from his first day of working. As a consequence of the objection raised by the workman his area of operation has been changed with effect from the month of July 2016. This was the conspiracy to reduce the income of the workman and even to show his poor performance as now the urban area adjacent to Chandigarh city has been given to him, to which the workman had no objection. The workman served a legal notice through his counsel on 06.06.2016. Instead of taking any action against the delinquent officials Ms. Nisha Kanwar working as HRD with management in connivance with Shri Sunny Puri and Mr. Lio had suspended the workman on 07.07.2016. The workman was under apprehension that some inquiry is to be conducted and pursuant to that inquiry he was suspended along with above named officials of the management however he came to know that till date no action has been taken against the delinquent official. The services of the workman were suspended / dispensed with without any reason or rhyme. No charge sheet was ever served upon the workman nor any opportunity of hearing was given. The workman performed his duty to the entire satisfaction of his superior and there was no complaint, whatsoever against him and the work of the workman was satisfactory with the management. The workman filed demand notice before the Labour-cum-Conciliation Officer on 26.07.2016. The management neither gave any satisfactory reply or agreed to amicably settle the dispute so Conciliation Officer closed the proceedings and advised the workman to refer dispute to this Court. Ultimately, it is prayed that the management be directed to reinstate the workman with continuity of service and full back wages since 07.07.2016.

3. The management contested the case of the workman and filed written statement raising preliminary objections that Shri Manoj Kumar does not fall under the definition of 'workman' as provided under Section 2(s) of the ID Act as he was appointed as Sales Representative at the office of the management and the same is specifically excluded under the definition of 'workman'. In the year 2016, Shri Manoj Kumar approached the management and on perusal of his job application, the management invited him for interview for the post of Assistant Sales Executive. On the basis of various terms & conditions discussed and mutually agreed between Shri Manoj Kumar and company during the interview, the management offered employment to him. He was given appointment letter dated 01.04.2016, which was duly received and accepted by him. As per appointment letter, he was on probation for a period of three months from the date of joining and service confirmation was based on his performance during the said period. From the beginning itself, his performance was very poor and same was repeatedly communicated to him by the Senior management of the company. He was also involved in several acts of misconduct / insubordination towards the senior management of the company. Shri Manoj Kumar on several occasions was in violation of the service agreement as defined under Clause 7 of the appointment letter. He was completely deficient in meeting his sales target and due to which the group targets of his team were also falling. On 28.06.2016 the Senior management, being fed up of the repeated misconduct on the part of Shri Manoj Kumar, called upon him but he instead of listening to his mistake



and improving upon them became agitated and started misbehaving with the senior officials of the company and in absolute disregard to his service agreement as well as sanctity of work place, he also called up police to the office premises and created a huge scene, which severely diminished the reputation of the company and its official. The police officials after duly understanding the complete dispute advised Shri Manoj Kumar to perform his obligations *qua* company as per the standard of the company but he along with Mr. Lavish Mohindru and Mr. Yuvraj started shouting at the senior officials of the company and left the office of the company. Further in violation of service agreement, Shri Manoj Kumar started threatening management's official of lodging false FIRs and criminal complaints etc. against them. He also wrongly influenced two other employees of the management i.e. Mr. Lavish Mohindru and Mr. Yuvraj and conspired with them to sign an affidavit leveling wrongful accusation against the officials of the company. Shri Manoj Kumar had served a legal notice dated 06.07.2016 leveling false allegations. The said allegations were never raised by him orally or in writing before the senior management of the company. The same are afterthought and to wriggle out from his own misconduct, unprofessionalism and negligence. One of two employees, who was convinced to sign false affidavit i.e. Mr. Yuvraj later approached the management to accept his mistake and intimated the management that Shri Manoj Kumar had forced him to sign the affidavit attached with legal notice. The legal notice was duly replied by the management. Shri Manoj Kumar to harm the reputation and business of the management started leaking the company's internal trade information to outside dealers of the company for monetary benefits. He had shared the company's restricted scheme policies with the outsiders for malafide intentions and further misrepresented the company goodwill in front of company's dealers and provoking them to act against the company's interest. To wrongfully earn / claim the incentives while working with the company Shri Manoj Kumar was also involved in fraudulent / criminal activity of stealing / misappropriating the warranty cards from the sealed unsold phone boxes for personal gains. Even earlier Shri Manoj Kumar has been involved in criminal activities and FIRs are already been lodged against him, even prior to his joining the management. In parawise reply, it is pleaded that by calling the police to the office premises, by conspiring against the business interests of the company, by getting involved in the criminal activities, both within the company's premises and outside it, by wrongly influencing the employees of the management and by repeatedly threatening the official of the company of legal action, Shri Manoj Kumar has bought disrepute to the company's name that has severely affected its goodwill in the market. Other averments of the claim statement were denied and ultimately, it is prayed that the present claim statement be dismissed.

4. The workman filed replication reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

1. Whether Shri Manoj Kumar is not a 'workman' as defined under Section 2(s) of the ID Act ? OPM
2. Whether the services of Shri Manoj Kumar were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
3. Relief.

5. In support of the case, the workman examined summoned witness Shri Avtar Singh - Head Constable No. 2629, Police Post, Sector 22, Police Station, Sector 17, Chandigarh as AW1 and Shri Yuvraj Singh as AW2. The workman himself examined himself as AW3. Learned representative for the workman closed the evidence. On the other hand, the management examined Shri Paramveer Pupneja - Assistant Manager (HR) as MW1. Learned representative for the management closed the evidence.

6. I have heard the learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

#### **Issue No.1 :**

7. Onus to prove this issue was on the management. The management has examined Shri Paramveer Pupneja - Assistant Manager (HR) as MW1, who deposed that Shri Manoj Kumar was appointed as Sales Representative and he cannot be said to be working as 'workman' with the company in any manner whatsoever. On the other hand, Shri Manoj Kumar examined himself as AW1 and deposed that he is working with management as Sales Executive.

8. Learned representative for the management has argued that the claim filed by the Shri Manoj Kumar is not maintainable and he was appointed as Sale Representative and the Sales Executives is excluded under the definition of 'workman' as defined under Section 2(s) of the ID Act. On the other hand, learned representative for the workman has argued that Shri Manoj Kumar falls under the definition of 'workman' as defined under Section 2(s) of the ID Act. The management has not led any evidence to prove how the workman is excluded from the definition of 'workman'.

9. I have considered the submissions of learned representative for the parties. Learned representative for the management has vehemently argued that the present industrial dispute is not maintainable as Shri Manoj Kumar is not a 'workman' as defined under Section 2(s) of the ID Act but argument advanced by learned representative for the management does not inspire the confidence of this Court as nothing has been brought on record by the management to prove that the workman was exercising any administrative, supervisory or managerial powers by issuing appointment letter, warning letter, sanctioning leave or having any power to take disciplinary action against the employees working under him. In this regard reliance is placed on citation **Anand Regional Coop. Oil Seedsgrowers' Union Limited Versus Shaileshkumar Harshadbhai Shah, 2006 SCC (L&S) 1486** wherein the Hon'ble Supreme Court of India has held that **primary duties performed by an employee are more important to ascertain whether he is a 'workman'** or not and the designation of the employee or the name assigned to his class should not be given undue important and mere existence of subordinates whose work is required to be supervised is a *sine qua non* to prove supervisory work and the employee must have authority to initiate departmental proceedings against the sub-ordinates. So the management has failed prove that Shri Manoj Kumar is not a 'workman' as defined under Section 2(s) of the ID Act. This issue is decided against the management and in favour of the workman.

#### Issue No. 2 :

10. Onus to prove this issue was on the workman and to discharge the same, the workman examined summoned Shri Avtar Singh - Head Constable No.2629, Police Post, Sector 22, Police Station, Sector 17, Chandigarh as AW1, who deposed that he is summoned witness and the summoned record pertaining to Roznamchas of DDR No.20 dated 28.06.2016 has been deposited with the Police Head Quarter for destroying as per office order dated 27.07.2018 and attested copy of office order dated 27.07.2018 along with its annexures are Exhibit 'AW1/1'.

11. Further the workman examined summoned witness Shri Yuvraj Singh as AW2, who deposed that he joined M/s Oppo India Private Limited in the month of January 2016 as Assistant Sales Executive and worked upto 06.07.2017 and thereafter he was suspended. The workman Shri Manoj Kumar was also working as Assistant Sales Executive in M/s Oppo India Private Limited. Shri Sunny Puri was their Areas Sales Manager and sales targets on monthly and daily basis are given by him. Shri Sunny Puri used to take cash amount in the shape of penalty for not achieving the daily targets and monthly targets. Shri Sunny Puri used to take commission from out incentives and salary in cash. There is no clause in their appointment letter for above said deduction on account of non-achieving the target. The Area Sales Manager Shri Sunny Puri and all the Assistant Sales Executives are included in a telephonic application namely We-chat and in that group Shri Sunny Puri used to send targets to be achieved as per his wish and in case non-achievement of such targets used to take fine in cash without maintaining any record and without giving any information to higher authorities with regard to such collections. Copy of messages is Mark 'A'. On 28.06.2016 when Shri Manoj Kumar raised objection with regard to above said illegal demands by Shri Sunny Puri then Shri Sunny Puri threatened him to terminate from service and thereafter Shri Manoj Kumar called the police. At that time he along with Shri Lavish Mohindru and Ms. Nisha Kanwar, HR of M/s Oppo India Private Limited were present and Shri Manoj Kumar was persistently demanded ₹ 12,000/-, which has been taken as fine by Shri Sunny Puri. He had given affidavit dated 05.07.2017 Mark 'B' in support of Shri Manoj Kumar but the management pressurized him to withdraw his said affidavit and copy of his subsequent affidavit dated 13.07.2016 is Mark 'C' where he stated that his affidavit dated 05.07.2016 is deemed to be withdrawn. He further deposed that he has been suspended along with Shri Manoj Kumar and Shri Lavish Mohindru. Till date he has not received any termination and the company had kept him under suspension wrongly as he had raised voice in support of Shri Manoj Kumar.

12. The workman also stepped into the witness box as AW1 and deposed that he was working with management since 01.02.2016 as Sales Executive under the supervision & control of Mr. Sunny Puri, Area Sales Manager and Mr. Lio, Assistant Branch Manager. Copy of appointment letter dated 01.04.2016 is Exhibit 'WW2/1'. Since the date of appointment both the above said persons intentionally and deliberately give targets to be completed by himself verbally and management No.3 & 4 used to collect illegal money in the shape of fine and penalty from their employees and collected ₹ 12,000/- from the workman wrongly and illegally, which amounts to wrongful loss to him. Copy of screen shots of demanding money is Exhibit 'WW2/2'. He further deposed that the Area Sales Manager Mr. Sunny Puri had made difficult for him to work for the growth and development of the company and deprive him and his other Sales Executives from their hard earned money for non-achieving the target given by him. On 28.06.2016 Mr. Sunny Puri misbehaved with him and demanded illegal money, which is happened in the presence of Mr. Lio and other staff members including Shri Lovish Mohindru and Shri Yuvraj Singh. He called the police helpline and lodged DDR, copy of the same is Exhibit 'WW2/3'. He made verbal complaint Mr. Lio and to Mrs. Nisha Kanwar, Human Resource Department but no action is taken against Shri Sunny Puri. Copy of email written to Human Resources Department is Exhibit 'WW2/4'. It become duly routine of management No.4 to threaten him and other field staff to terminate their services and with this apprehension he could not give his 100% to the company. Copy of his achievement is Exhibit 'WW2/5'. Earlier prior to joining the company he had given business of more than two lacs per month to Karbon Mobiles India Private Limited. Due to the act & conduct of the Area Sales Manager Mr. Sunny Puri and Assistant Branch Manager Mr. Lio, huge loss has been caused to him financially and mentally. He sent legal notice dated 06.06.2016 Exhibit 'WW2/6'. Ms. Nisha Kanwar working as HRD in connivance with Shri Sunny Puri and Shri Lio had suspended him. Copy of suspension letter is Exhibit 'WW2/7'. The services of the workman were suspended / dispensed with without any reasons. No charge sheet was served, no opportunity of personal hearing was given. Copy of order dated 09.09.2016 for referring the dispute to this Court by the Assistant Labour Commissioner-cum-Conciliation Officer is Exhibit 'WW2/8'.

13. Learned representative for the workman has argued that the workman is working as Sales Executive under the supervision & control of Mr. Sunny Puri, Area Sales Manager and Mr. Lio, Assistant Branch Manager and he has been illegally terminated. He has lodged a complaint DDR due to harassment by Mr. Sunny Puri and Mr. Lio in the way of demanding money illegally from him. He has placed on record all the documents in support of his version. He prayed for allowing this issue in favour of the workman and against the management.

14. In order to rebut the claim of the workman, the management examined Shri Paramveer Pupneja, Assistant Manager, Human Resources as MW1, who deposed that he is being authorized to depose *vide* Exhibit 'RW1/9'. The workman was appointed as Sales Representative *vide* appointment letter dated 01.04.2016 Exhibit 'RW1/1'. As per appointment letter, the workman was on probation for a period of three months from the date of joining and his confirmation was based on his performance during said period. Service performance of the workman was very poor and on several occasions he violated the Clause 7 of the appointment letter. He was completely deficient in meeting his sales target, as given to him by his senior. On 28.06.2016 the senior manager called him to discuss his misconduct and deficient performance but instead of listening to his mistakes and improving upon them became agitated and started misbehaving with the senior officials of the management and called the police to office premises, which severely diminished the reputation of company and its officials. The police report is Exhibit 'RW1/2'. The police officials advised the workman to perform his obligations *qua* company but he along with Mr. Lavish Mohindru and Mr. Yuvraj shouted at the senior officials and left the office of the company. Thereafter he started threatening management's officials of lodging false FIR and criminal complaints etc. against them and influenced two other employees of the management i.e. Mr. Lavish Mohindru and Mr. Yuvraj and conspired with them to sign an affidavit leveling wrongful accusation against the officials of the company. He further deposed that the workman served a legal notice dated 06.07.2016 upon the management containing vague averments and afterthought trying to wriggle out from his own misconduct. Copy of legal notice is Exhibit 'RW1/3'. Later on Mr. Yuvraj approached the management and accepted his mistake and intimated that the workman had forced him to sign the affidavit and the workman is



involved in several other misconducts / criminal activities qua management. Affidavit of Mr. Yuvraj is Exhibit 'RW1/4'. Reply to legal notice of the workman is Exhibit 'RW1/5', which was not accepted by him. Returned courier receipt is Exhibit 'RW1/6'. He also deposed that the workman to harm reputation and business of the management started leaking the company's internal trade information to the outside dealers of the company and misrepresented the company good will in front of dealers and provoked them to act against company's interests. Screenshots of whatsapp conversation exchanged between the workman and dealers of the company is Exhibit 'RW1/7'. To wrongfully earn / claim the incentives while working with the company the workman was also involved in fraudulent / criminal activity of stealing / misappropriating the warranty cards from the sealed unsold phone boxes for personal gains. The workman has been involved in criminal activities and FIR's are already been lodged against him even prior to his joining the management.

15. Learned representative for the management has argued that the claim of the workman is false and frivolous, just to harass the management. In fact the workman have personal grudge with management No.3 & 4 and want to defame the company. He has never terminated by the company rather as per the appointment letter Clause 3 & 7 he was on probation period and he can be even terminated without any notice. He prayed for deciding this issue against the workman and in favour of the management.

16. After giving my careful consideration to rival contentions of both the sides, I find that admittedly the workman was working as Assistant Sales Executive, as per appointment letter exhibited on record as Exhibit 'W1'. In his affidavit Exhibit 'WW3/A' the workman has mentioned number of documents but while tendering his evidence on oath he had tendered the document i.e. Exhibit 'W1' appointment letter, Exhibit 'W2' copy of DDR No.20 dated 28.06.2016, Exhibit 'W3' copy of legal notice dated 06.07.2016, Exhibit 'W4' letter dated 22.07.2016 to Mrs. Nisha Kanwar, Human Resources Department, M/s Oppo Mobile for not taking any action on legal notice and Mark 'A' screen shot prints, Mark 'B' email regarding status of fine refund, Mark 'C' dealers sales report and Mark 'D' email regarding suspension. Before proceedings further it necessary to reproduce the Clause 3 & 7 of the appointment letter, which is as under :—

"3. *TRANSFERABILITY:*

*During your tenure of service, you may at any time be transferred to any other place of business of the Company now existing or to be acquired in future, from one department to another, in India or abroad or any other associate concern in India or abroad, in the same or any other capacity as the management may in its sole discretion deem it necessary, and on such transfer you will be governed by the rule & regulations of that office as the case may be.*

7. *TERMINATION OF SERVICE:*

*Your Services are liable to be terminated during or after the probationary period without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, disloyalty, commission of an act involving moral turpitude, any act of in-discipline or inefficiency. If an employee has been found to be in violation of any or all of the following clauses:*

- (a) If the Management finds the information/particulars given by you in the application form or at the time of interview, herein or elsewhere are incorrect and false either.*
- (b) If you are found habitually absent without prior permission of the Management or if you proceeded on leave without prior sanction or over-stay the sanctioned leave without first getting it sanctioned, then your services would be liable for termination purely at the discretion of the Management.*
- (c) If at any time you shall, by your conduct, render yourself incompetent to perform your duties, or if you are found to be dishonest, disobedient, intemperate, irregular in*



*attendance, breach of any of the terms of the appointment letter or of any of its stipulations herein, for any offence involving turpitude, without prejudice to any of its rights under the terms herein, or any other reason, the company shall have the right to Terminate your employment forthwith without any notice and payment due if any will be deducted from your salary.*

- (d) *If you are convicted by any Court of Law or detained by the Police for any offence involving moral turpitude, the Company shall be entitled to terminate your employment forthwith without any notice or payment in lieu thereof."*

So as per appointment letter the management can terminate the employment of the workman on the basis of his conduct, incompetency to perform duties or found to be dishonest, disobedient or any breach of any of the terms of the appointment letter. In the present case in hand, plea taken by the workman is that he was suspended by the management but the workman own version is falsified by his own statement of claim in which he has mentioned as under :—

*"11. As a consequence of the objections raised by the applicant his area of operation has been changed with effect from the month of July 2016. This may be conspiracy to reduce the income of applicant-workman and even to show his poor performance as now the urban area adjacent to Chandigarh city has been given to the applicant to which the applicant has no objection."*

From the perusal of averments made in the claim statement in paragraph No.11 in one way his area of operation was changed on the other hand he is raising voice against management that he has been suspended and in the prayer clause it is prayed that the management be directed to reinstate the workman with continuity of service with full back wages since 07.07.2016. whereas in the claim statement he has mentioned about the act & conduct of the management and he has already lodged DDR against the management. So while deciding this issue this Court is to see whether the workman is illegally terminated but there is no iota of evidence how the workman is terminated by the management. As per the appointment letter, initially the workman was on probation period and no letter of confirmation has been produced by the workman Lengthy cross-examination of the management's witness has been conducted by the workman but nothing could be brought in favour of the workman. In the light of discussion made above, the workman has failed to prove that his services were terminated illegally by the management. Accordingly, this issue is decided against the workman and in favour of the management.

**Relief :**

17. In the light of findings on the issue No.2 above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

The 3rd August, 2021.

(ANSHUL BERRY),  
Presiding Officer,  
Industrial Tribunal &  
Labour Court,  
Union Territory Chandigarh.  
UID No.PB0095

Secretary Labour,  
Chandigarh Administration.

## CHANGE OF NAME

I, Nisha Rani, W/o Rajinder Singh, R/o # 516-A, Sector 29-A, Chandigarh, have changed my name to Nisha Raj for all future purposes.

[488—1]

I, Tirth Bahadur Oli, S/o Falak Ram, R/o # 118, Raipur Khurd, Chandigarh (U.T.), have changed my name to Dipesh Kumar Oli.

[489—1]

I, Taru, S/o Prabhu Van, # 484, Kajhari, Sector 52, Chandigarh, have changed my name to Taru Van.

[490—1]

I, Munnasha Uppal, D/o Sh. Deepak Uppal and W/o Sh. Pulkit Rastogi, R/o 116/1, Sector 40-A, Chandigarh, have changed my name to Munnasha Rastogi.

[491—1]

I, Taru Van, S/o Pabhu Van, # 484, Kajhari, Sector 52, Chandigarh, have changed the name of my minor son from Suraj Bhan to Suraj Van.

[492—1]

I, Aruna Kumari, D/o Amar Singh, W/o Vikas Bhatia, R/o # 827, Sector 16-D, Chandigarh, have changed my name to Aruna Singh.

[493—1]

I, Lukhiya Devi, W/o Umesh Shah, # 522, near Sunrise Public School Daria, Chandigarh, have changed my name to Nukhiya Devi.

[494—1]

I, Bikram Sain, S/o Charan Dass, # 416, Phase-1, Ramdarbar, Chandigarh, have changed my name to Bikram Sain Manukhia.

[495—1]

I, Rupinder Kaur, W/o Balbir Singh, R/o 267-A, PWT, Manimajra, Chandigarh, have changed my name to Reena.

[496—1]

I, Sarita, W/o Sandeep Kalia, # 704, Sector 20-A, Chandigarh, have changed my name to Sarita Kalia.

[497—1]

I, Sahil, S/o Rajesh Kumar, R/o # 1820-B, Small Flats, Dhanas, Chandigarh, have changed my name to Sahil Saini.

[498—1]

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